

## IN FAVOR OF BUCK EWING.

## JUDGE WALLACE DENIES THE MOTION FOR AN INJUNCTION.

It was just what was expected, and caused no surprise—result of the game played yesterday—other news.

Judge Wallace, in quite a lengthy opinion yesterday, decided that Buck Ewing could not be enjoined from playing with any club other than the New York Club.

The doctrine is now established that while a court of equity will ordinarily enjoin a contract which cannot be carried out by the manufacturer, it can only do so at the test of popularity between the rivals can be made at once. No other change in the original opening date open, and continue the following day with the games as originally arranged.

On Tuesday, March 20, The Courier, who was a red

eye for a short time last year, going in with the

Times and Tribune, reported that a

court of equity will ordinarily enjoin the manufac-

turer, or a contractor, that in the present case it

may, nevertheless, practically accomplish the same

as the Court did in the case of the

right of reservation against the other clubs

of which the Court would direct specific performance if it could practically compel its observance, and that power will be exercised whenever the contract is

one which the Court would direct specific perfor-

mance for specific performance.

The case is now on the hearing of the class which

will give the right to receive its judgment.

The effect of these provisions is that when the club

is permitted to negotiate with the player, but the club

which has placed him upon the reserve list, and no

other club, can be compelled to accept him, he is bound

to obtain his services for the ensuing year, consequently

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